

**Package Proposal on All Outstanding Issues Presented by SEIU Local 221/CVEA Unit to the City  
of Chula Vista  
6/6/2013**

**Concerns:** The Union proposal aims at reaching an agreement on a 1 year Memorandum of Understanding by resolving all outstanding issues in a manner that accommodates the City's budgetary concerns, makes progress toward the Union's stated goal of parity on Flex Benefits, restoring our 2009 pay by 2016, does not include unnecessary concessions, and addresses the Agency Shop proposal.

The Union reserves the right to modify, add, or delete any part of this proposal including withdrawing the package and reverting back to the last formal proposals on all open issues.

A. Wages.

- a. Effective the beginning of the first full pay period on or after July 1, 2013, increase all salaries by two percent (2%).
- b. Effective the beginning of the first full pay period on or after January 1, 2014, increase all salaries by two percent (2%).

B. Shift Differentials

- a. Union proposal on Article 2.11 – Shift Differentials submitted 5/16/2013

C. Flex Benefits.

- a. Effective January 1, 2014, increase the Flex Benefit allotment for all employees by six hundred dollars (\$600.00) per year to equal the Confidential group, plus seventy-seven percent (77%) of the increase in premiums for the Aetna Value Network HMO or equivalent plan. This increase is approximately equal to the current percentage paid by the city toward the premium for Confidential employees.

D. Agency Shop.

- a. Section 1. Modified Agency Shop

- A. Each employee in the Representation Unit hired by the City on or after July 1, 2013, shall, as a condition of continued employment, become a member of SEIU Local 221/CVEA, or pay to SEIU Local 221/CVEA a service fee in an amount not to exceed periodic dues of SEIU Local 221/CVEA for the term of this Memorandum of Understanding.
- B. The provisions of this Article shall also apply to each employee hired on or after July 1, 2013, who as a result of a reassignment or transfer becomes a member of this Bargaining Unit.
- C. The amount of dues and service fees shall be determined by SEIU Local 221/CVEA and any change shall be implemented by the City in the first pay period which commences thirty (30) days after written notice of the change is received by the Human Resources Department.
- D. The City shall notify all members of the Bargaining Unit hired on or after July 1, 2013, that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The notification shall also explain the existence, terms and conditions of the religious exception described in Section 1.E. below.
- E. Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such an employee shall, in lieu of periodic dues or service fees, pay sums

equal to the amount of service fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(a)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the City and SEIU Local 221/CVEA. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support of SEIU Local 221/CVEA and as a condition of continued employment.

- E. Previous Tentative Agreements (including agreement on floating holiday)
  - a. All previously TA'ed items shall be part of the final agreement
- F. Expiration Date
  - a. The Agreement shall expire June 30, 2014 at midnight.
- G. All Other Open Issues
  - a. The parties withdraw all other proposals not already tentatively agreed upon
- H. Ratification
  - a. Both parties agree to unanimously recommend ratification to their respective membership bodies.

**Results:** This would result in a mutually acceptable agreement to the City since it is a 1 year agreement that is within the budgeted amount discussed by the City Council at the May 28, 2013 meeting. It would also apply the Agency Shop provision to new employees.